



ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

42 June 4, 2013

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Los Angeles County
Board of Supervisors

June 04, 2013

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First District

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Fifth District

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF AMENDMENT TO AGREEMENT WITH PUBLIC HEALTH
FOUNDATION ENTERPRISES FOR THE COMMUNITY CLINIC PHASE II
PROJECT
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

Mitchell H. Katz, M.D.
Director

Hal F. Yee, Jr., M.D., Ph.D.
Chief Medical Officer

Christina Ghaly, M.D.
Deputy Director, Strategic Planning

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www.dhs.lacounty.gov

To ensure access to high-quality,
patient-centered, cost-effective health
care to Los Angeles County residents
through direct services at DHS facilities
and through collaboration with
community and university partners.

SUBJECT

Approval of an Amendment to the Project Management and Technical Services Agreement with Public Health Foundation Enterprises, Inc., to extend the term for the continued provision of project management, development, and implementation services for the Community Clinics Phase II Project.

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize the Director of Health Services (Director), or his designee, to execute Amendment No. 2 to Agreement No. H-705292 with Public Health Foundation Enterprises, Inc. (PHFE), effective upon Board approval to extend the term of the Agreement for the period July 1, 2013 through December 31, 2013, with the option to further extend the term for six additional months on a month-to-month basis, for the continued provision of project management and technical support services for the Community Clinics Phase II (Phase II) Project, with no change to the maximum obligation.
2. Delegate authority to the Director, or his designee, to exercise the extension option and amend the Agreement to extend the term on a month-to-month basis through June 30, 2014, subject to review and approval by County Counsel and notification to the Board and the Chief Executive Office (CEO).



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3. Delegate authority to the Director, or his designee, to execute future amendments to the Agreement to: a) revise or incorporate provisions consistent with all applicable State and/or federal law and regulations, County Ordinances and Board policy; and b) make appropriate changes to the Agreement to improve operational efficiencies, add clarity, and/or correct errors and omissions, subject to prior review and approval by County Counsel and notification to the Board and the CEO. Further delegate to the Director, or his designee, authority to make adjustments in project tasks and deliverables, program budget categories, and other project scope adjustments, as needed, to adapt to requirements identified jointly by Department of Health Services (DHS) and the CEO over the remaining course of the project to leverage funding and technology improvement opportunities through the Los Angeles Network for Enhanced Services (LANES).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the first recommendation will allow the Director to execute an Amendment, substantially similar to Exhibit I, with PHFE to extend the term of the Agreement through December 31, 2013. The term of the current agreement is scheduled to expire on June 30, 2013. Extension of this Agreement is necessary to allow PHFE additional time to complete the Phase II project for 16 Community Partners (CPs) (formerly known as Public Private Partnership Strategic Partners).

Background

The goal of the current PHFE Agreement was to provide fiscal intermediary and project management services to complete enhancements to the Encounter Summary Sheet (ESS) during Phase II of the project. Full implementation of ESS was expected to provide a patient history of aggregated data from across DHS and the CPs that is web-accessible and includes administrative and clinical information, such as diagnostics and frequency of visits, procedures performed, past and future appointments and a history of DHS dispensed medications for patient coordination of care and treatment.

The ESS Phase II Project was previously overseen by Health-e-LA, a public/private collaborative dedicated to developing an infrastructure for multi-organizational electronic exchange of clinical healthcare information for treatment purposes throughout the County, primarily among safety net providers and their healthcare affiliates. In the fall of 2011, the Health-e-LA Board voted to dissolve itself and requested that the LANES Board accept oversight of Health-e-LA projects, including the previously received grant funds from Pacific United for the ESS Phase I project and the \$1,500,000 that the Board approved for this PHFE Agreement for Phase II of the project. When that occurred, it became apparent there was an opportunity to leverage the technology improvement opportunities through LANES.

Consistent with the authority delegated to DHS on May 17, 2011, DHS revised the project plan to connect the next set of CPs directly to the LANES health information exchange (HIE) infrastructure rather than the enhancing the interim ESS view. This improved and expanded the information that is shared between DHS and the CPs by utilizing the more robust capabilities of the LANES HIE infrastructure. The project name was subsequently revised from the ESS Phase II Project to the Community Clinic Phase II Project. Under this revised project plan, the pertinent data regarding the Community Clinic's patients will be shared in a secure fashion with the LANES HIE, and information about DHS responsible patients will be routed from the LANES HIE back to DHS in order to complete the DHS patient information records.

PHFE Agreement

PHFE continues to provide Phase II Project management, development, and implementation services. The Phase II Project and the LANES Health Data Highway Project (HDHP) both share PHFE as the same project manager, since the projects are now aligned. Additionally, \$750,000 of the \$1,500,000 project budget has been identified as matching funds for the California Health and Human Services HIE Expansion Grant awarded to LANES for development of the LANES HIE infrastructure. This further links the two projects together. As the LANES HDHP has experienced delays, it is necessary to extend PHFE Agreement to complete the project.

Remaining Recommendations

Approval of the second recommendation will allow the Director to exercise the option to further extend the term of the Agreement up to an additional six months, if necessary, to allow PHFE sufficient time to complete any remaining deliverables.

Approval of the third recommendation will allow DHS to update the Agreement for regulatory or statutory changes, correct any errors or omissions, allow budget adjustments and changes to the project tasks and deliverables to accommodate technology improvements and leverage opportunities over the course of the project, including operations changes which result from the restructuring of the ambulatory care system and health care operations in the County and further development of a Countywide HIE.

Implementation of Strategic Plan Goals

The recommended actions support Goal 1, Operational Effectiveness, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

The Agreement maximum obligation remains unchanged and therefore there is no fiscal impact related to these actions. The project budget of \$1,500,000 includes funding for a project manager, integration resources to build system interfaces, interface maintenance fees, and staff to work with the impacted community clinics.

Funding is included in the DHS Fiscal Year 2013-14 Recommended Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Agreement may be terminated for convenience by the County upon 30 days prior written notice. The Agreement includes all Board of Supervisors' required provisions.

County Counsel has approved Exhibit I as to form.

CONTRACTING PROCESS

DHS notified your Board on January 25, 2011 of the intent to enter into a sole source negotiations with PHFE, for completion of the ESS Project. PHFE received the initial grant to implement the ESS Project with the CPs and continues to be the project manager on the Project. Subsequently, on May 17, 2011, the Board approved the current Agreement with PHFE. The recommended Amendment will ensure continuity of PHFE as the project manager and usage of the same software contractors and technical personnel to complete the project without interruption.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommendations will ensure completion of the Phase II Project, improve data collection and sharing across the service delivery system, and accelerate the speed of patient information availability to providers to improve health care treatment and health care operation outcomes, reduce costs and duplication of diagnostic testing and increase patient satisfaction.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Mitchell Katz". The signature is fluid and cursive, with the first name "Mitchell" written in a larger, more prominent script than the last name "Katz".

Mitchell H. Katz, M.D.

Director

MHK:ls

Enclosures

c: Chief Executive Office
County Counsel
Executive Office, Board of Supervisors

Agreement No.: H-705292

AGREEMENT BY AND BETWEEN THE COUNTY OF LOS ANGELES AND
PUBLIC HEALTH FOUNDATION ENTERPRISES, INC.
FOR PROJECT MANAGEMENT AND TECHNICAL SERVICES

Amendment No. 2

THIS AMENDMENT is made and entered into this _____ day of
_____, 20____,

By and between

COUNTY OF LOS ANGELES
(hereafter "County"),

And

PUBLIC HEALTH FOUNDATION
ENTERPRISES, INC.
(hereafter "Contractor")

12801 Crossroads Parkway South
Suite 200
City of Industry, CA 91746

WHEREAS, reference is made to that certain document entitled Agreement By and Between County of Los Angeles and Public Health Foundation Enterprises, Inc., for Project Management and Technical Services, dated May 17th 2011, and further identified as Agreement No.: H-705292, and any amendments thereto (all hereafter referred to as "Agreement") and,

WHEREAS, it is the intent of the parties hereto to amend Agreement to extend the current term for a period of six months with an option to renew on a month-to-month basis through June 30, 2014; and

WHEREAS, Agreement provides that changes in accordance to Paragraph 8.1, may be made in the form of an Amendment which is formally approved and executed by the parties; and

WHEREAS, Contractor warrants that it possesses the competence, expertise and personnel necessary to provide services consistent with the requirements of this Agreement and consistent with the professional standard of care for these services

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. This Amendment shall commence and be effective upon Board approval.

2. This Agreement is hereby amended to delete sub-paragraph 4.1 of, Paragraph 4.0, Term of Agreement, in its entirety and replaced as follows:

"Paragraph 4.0. TERM OF AGREEMENT:

- 4.1 The term of this Agreement shall commence on May 17, 2011 and shall expire on December 31, 2013. The County may exercise its delegated authority and extend the term on a month-to-month basis, for an additional six (6) months through June 30, 2014, with no change to the maximum obligation."

3. This Agreement is hereby amended to delete Paragraph 8.18, County's Quality Assurance Plan, in its entirety and replaced as follows:

"Paragraph 8.18 COUNTY'S QUALITY ASSURANCE PLAN:

The County or its agent will evaluate the Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Agreement terms and conditions and performance standards identified in the Statement of Work. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Agreement or impose other penalties as specified in this Agreement."

4. Agreement, Attachment 1, shall be deleted in its entirety and replaced with Attachment 2, attached hereto and incorporated herein by reference.
5. Agreement, Exhibit B, shall be deleted in its entirety and replaced with Exhibit B-1, attached hereto and incorporated herein by reference.
6. Agreement, Exhibit E, shall be replaced in its entirety and replaced with Exhibit E-1, attached hereto and incorporated herein by reference.
7. Agreement, Exhibit F, shall be replaced in its entirety and replaced with Exhibit F-1, Attached hereto and incorporated herein by reference.
8. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be executed by the County's Director of Health Services and Contractor has caused this Amendment to be executed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By: _____
Mitchell H. Katz, M.D.
Director of Health Services

CONTRACTOR

PUBLIC HEALTH FOUNDATION
ENTERPRISES, INC. _____

By: _____
Signature

Printed Name

Title

APPROVED AS TO FORM
BY THE OFFICE OF THE
COUNTY COUNSEL

**Community Clinic Phase II Project
Work Plan (REVISED 5/7/13)**

OBJECTIVE #1: Complete process of deployment for Phase I Clinics				
#	Key Action Steps	Deliverables	Responsible Entity	Status
1a	Execute new LANES Business Associate Agreements (BAA) for Phase I/i2i Clinics	<ul style="list-style-type: none"> • Contact executive leadership from Phase I clinics requesting signatures on BAA • Continued follow-up to obtain signatures 	CCALAC	6 of 14 BAAs signed
1b	Execute new LANES Data Participation Agreements (DPA) for Phase I/i2i Clinics	<ul style="list-style-type: none"> • Contact executive leadership from Phase I clinics requesting signatures on DPA • Continued follow-up to obtain signatures 	CCALAC	DPA being finalized prior to circulation
1c	Work with Phase I IT staff to complete a workflow and technical readiness assessment for the use of LANES for each Clinic	<ul style="list-style-type: none"> • Completed IT assessment of minimal requirements for LANES 	CCALAC	
1d	Develop rollout plan for remaining clinics	<ul style="list-style-type: none"> • Develop checklist and training packet for use during each clinic go-live 	CCALAC/ LANES	
1e	Engage with one Phase I/i2i Clinic to pilot rollout of LANES	<ul style="list-style-type: none"> • Based on workflow and technical assessment and cooperation level to date, select a Phase I clinic to pilot LANES • Seek clinic leadership buy-in to provide resources for training and deployment. • Communicate clinic incentives to assist in pilot. • Document successes and areas for improvement in pilot 	CCALAC	25% complete
1f	Roll-out at clinics 2-4	<ul style="list-style-type: none"> • Training on the use of LANES • Go-Live 	CCALAC/ LANES	
1g	Roll-out at clinics 5-7	<ul style="list-style-type: none"> • Training on the use of LANES • Go-Live 	CCALAC/ LANES	
1h	Roll-out clinics 8-10	<ul style="list-style-type: none"> • Training on the use of LANES 	CCALAC/LANES	

COMMUNITY CLINIC PHASE II PROJECT WORK PLAN
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1j	Roll-out clinics 11-14	<ul style="list-style-type: none"> Go-Live Training on the use of LANES Go-Live 	CCALAC/ LANES	
OBJECTIVE #2: Deploy LANES to Phase II Clinics				
#	Key Action Steps	Deliverables	Responsible Entity	Status
2a	Identify Phase II Clinics	<ul style="list-style-type: none"> Collect HIT profiles on potential Phase II clinics to identify EHRs in use and ability to interface Prioritize roll-out based on ability to interface and available resources 	CCALAC/ LANES	50% complete
2b	Develop marketing strategy for LANES geared towards Phase II clinics	<ul style="list-style-type: none"> Identify use cases from Phase I clinics Develop FAQ documentation Develop presentation materials 	CCALAC/ LANES	75% complete
2b.1	Promote and market LANES to the Phase II Clinics	<ul style="list-style-type: none"> Leverage existing CCALAC roundtables to present on values of participating in LANES Leverage marketing materials 	CCALAC	50% complete
2c	Execute new Business Associate Agreements for LANES	<ul style="list-style-type: none"> Contact executive leadership from Phase II clinics requesting signatures on BAA Continued follow-up to obtain signatures 	CCALAC	3 of 16 BAA's signed
2c.1	Work with Phase II IT staff to complete a workflow and technical readiness assessment for the use of LANES for each Clinic	<ul style="list-style-type: none"> Completed IT assessment of minimal requirements for LANES 	CCALAC	
2d	Execute new DPAs for LANES	<ul style="list-style-type: none"> Contact executive leadership from Phase II clinics requesting signatures on DPA Continued follow-up to obtain signatures 	CCALAC	
2e	Engage with one NextGen Clinic to pilot rollout of LANES	<ul style="list-style-type: none"> Based on workflow and technical assessment and cooperation level to date, select a NextGen clinic to pilot LANES Seek clinic leadership buy-in to provide resources for training and deployment. 	CCALAC	25% complete

		<ul style="list-style-type: none"> • Provide clinic incentive to assist in pilot. • Document successes and areas for improvement in pilot 		
2f	Roll-out at clinics 2-4	<ul style="list-style-type: none"> • Training on the use of LANES • Go-Live 	CCALAC/ LANES	
2g	Roll-out at clinics 5-8	<ul style="list-style-type: none"> • Training on the use of LANES • Go-Live 	CCALAC/ LANES	
2h	Roll-out at clinics 9-12	<ul style="list-style-type: none"> • Training on the use of LANES • Go-Live 	CCALAC/ LANES	
2i	Roll-out at clinics 13-16	<ul style="list-style-type: none"> • Training on the use of LANES • Go-Live 	CCALAC/ LANES	

OBJECTIVE #3: Establish Connection Between LANES and Phase II Clinics

#	Key Action Steps	Deliverables	Responsible Entity	Status
3a	Get interface specifications and interface pricing on Phase II clinic host systems	<ul style="list-style-type: none"> • Pricing secured • Interface specifications received by LANES 	LANES	10% complete
3b	Obtain sample and test messages from Phase II clinic host systems	<ul style="list-style-type: none"> • Sample messages received and validated by LANES from Phase II clinics 	LANES	10% complete

OBJECTIVE #4: Support Phase II Clinics Use of LANES

#	Key Action Steps	Deliverables	Responsible Entity	Status
4a	Provide username and access codes to LANES to all appropriate clinic staff	<ul style="list-style-type: none"> • Usernames and passcodes provided for appropriate staff for all 16 clinics 	LANES	

OBJECTIVE #5: Bring Phase II Clinics' Data from LANES to DHS EDR				
#	Key Action Steps	Deliverables	Responsible Entity	Status
5a	Confirm interface specification between Mirth and DHS EDR	<ul style="list-style-type: none">• Specifications confirmed by all parties	LANES, DHS	
5b	Develop interface from Mirth root server to DHS EDR	<ul style="list-style-type: none">• Interfaces developed to include: scheduling, demographics, lab, and encounter data as available from clinics• Testing process successfully implemented• Live data feeds turned on to DHS EDR	LANES, DHS	

Public Health Foundation Enterprises
Safety Net HIE Phase II Initiative Budget
Contract Term: May 17, 2011 through December 31, 2013
 (Revised 4-24-13)

Item	Vendor	Amount
Subcontracts		
Project Manager	I. Smith / Tatum	\$ 243,000
Community Clinic Outreach	CCALAC	100,000
Clinic Native System Interface Cost	Various EHR Vendors	384,000
Integration Technical Lead	J. Marsden / StrataVation	78,400
Integration Resource	L. Egan / StrataVation	55,000
Integration Resource (Community Clinic Interfaces)	Health Data Engineering	306,025
Integration Resource (LANES Return to DHS EDR Interface)	Health Data Engineering	77,351
i2i Interface Maintenance Fee	i2i Systems	20,160
Maintenance fees	Health Data Engineering	20,800
Total Subcontracts		\$ 1,284,736
Consultants		
Project Business Analyst/Programmer	To be Determined	\$ 22,752
Ancillary Support Coordinator (Centralized Clinic)	To be Determined	75,000
Total Consultants		\$ 97,752
Indirect Costs	PHFE	\$ 117,512
Total Budget		\$ 1,500,000

COUNTY'S ADMINISTRATION

CONTRACT NO. H-705292

FACILITY'S PROJECT DIRECTOR:

Name: Kevin Lynch

Title: DHS, Chief Information Officer

DHS Information Technology

Address: 313 North Figueroa Street, Room 317
Los Angeles, CA 90012

Telephone (213) 240- 8128

Facsimile: (213) 240-7809

E-Mail Address: klynch@dhs.lacounty.gov

FACILITY'S PROJECT MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

FACILITY'S PROJECT MONITOR:

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: Public Health Foundation Enterprises, Inc.

CONTRACT NO: H-705292 - 1

CONTRACTOR'S PROJECT MANAGER:

Name: Giancarlo Cosavalente
Title: Contract and Grants Manager
Address: 12801 Crossroads Parkway South, Suite 200
City of Industry, CA 91746
Telephone: (562) 222-7837
Facsimile:
E-Mail Address: gcavalente@phfe.org

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: Nancy C. Kindelan
Title: Chief Executive Officer
Address: 12801 Crossroads Parkway South, Suite 200
City of Industry, CA 91746
Telephone: (562) 222-7895
Facsimile: (562) 222-7395
E-Mail Address: PHFEContracts@phfe.org

Name: Susan Vacko
Title: Director of Operations
Address: 12801 Crossroads Parkway South, Suite 200
City of Industry, CA 91746
Telephone: (562) 222-7842
Facsimile: (562) 205-2442
E-Mail Address: svacko@phfe.org

Notices to Contractor shall be sent to the following:

Name: Nancy C. Kindelan
Title: Chief Executive Officer
Address: 12801 Crossroads Parkway South, Suite 200
City of Industry, CA 91746
Telephone: (562) 222-7895
Facsimile: (562) 222-7395
E-Mail Address: PHFEContracts@phfe.org